## EXHIBIT 4

	66		68
1	Arbitration Volume I	1	Arbitration Volume I
1		l	
2	PAUL COLAPINTO	2	And by the way, we will just
3	doing business at Monadnock,	3	for ease of use, we will refer to the
4	155 Third Street,	4	project as this "HPS project" which is the
5	Brooklyn, New York,	5	subject of the arbitration; is that okay?
6	having been sworn by the notary public to	6	A Yes.
7	testify to the truth, testified as follows:	7	Q Okay. So when was the first
8	DIRECT EXAMINATION	8	time you started looking for a glass a
9	BY MR. KLEINHENDLER:	9	window glass supplier for this project?
10	Q Good morning, Mr. Colapinto.	10	A Late winter, early spring of
11	A Good morning.	11	2012.
12	Q Could you please tell the panel	12	Q What did you do?
13	your educational and professional	13	A Well, we looked into
14	background.	14	recommendations for curtain wall
15	A Bachelor's of science, 1983,	15	contractors. We vet them. We speak to
16	Cortland University; associate's, Nassau	16	other manufacturers.
17	Community College, 1995. 32 years in	17	Q Okay. Describe for the panel
18	construction field.	18	what is a "curtain wall" as it it
19	Q How long have you been with	19	relates to this project.
20	Monadnock?	20	A A curtain wall is the most
21	A 15 and a half years.	21	important part of this project because it's
22	Q And prior to Monadnock, where	22	the skin or the envelope of the of the
23	have you worked?	23	building.
24	A Other general contractors, a	24	Q And what is the composition of
25	few developers.	25	a curtain wall?
	67		69
1	Arbitration Volume I	1	Arbitration Volume I
2	Q Okay. And presently what is	2	A Metal frames, louvers,
3	your position in Monadnock?	3	hardware, glass, gaskets.
4	A Senior vice president.	4	Q And prior to installation of
5	Q Okay. Did there come a time	5	the window wall or curtain wall, are
6	where you became involved with the Hunters	6	there is there certain hardware or
7	Point project, the parcels A and B that we	7	certain parts that need to go into the
8	were just discussing in the opening?	8	concrete structure that actually holds the
9	A Yes.	9	wall?
10	Q Tell us when you first became	10	A Yes.
11	involved with that project?	11	Q What are they?
12	A Spring of 2011.	12	A They are called anchors or
13	Q And what did you do?	13	specifically on this job hardware anchors.
14	A Came on board as one of the	14	CHAIRMAN ROSSI: Halfen,
15	construction, not experts, but one of the	15	H-a-l
16	construction people to work on the	16	THE WITNESS: H-a-l-f-e-n.
17	development of the project.	17	A It's an embedment in the
18	Q And just by the way, currently,	18	concrete superstructure.
19	what is your position at Monadnock?	19	CHAIRMAN ROSSI: Who puts them
20	A Senior vice president.	20	in?
21	Q Okay. Did there come a time	21	THE WITNESS: The
l	- · · · · ·	22	superstructure contractor.
22	when you were involved, either personally		
22 23	when you were involved, either personally or on behalf of Monadnock, in searching for	23	CHAIRMAN ROSSI: And it's
	•	l	
23	or on behalf of Monadnock, in searching for	23	CHAIRMAN ROSSI: And it's

	70		72
1	Arbitration Volume I	1	Arbitration Volume I
2		2	
	THE WITNESS: Supplied by the		A He was the point person for
3	window manufacturer, correct.	3	Glasswall on this project.
4	CHAIRMAN ROSSI: Okay.	4	Q Do you know what position he
5	(Previously Marked Exhibit No.	5	held at Glasswall?
6	2, Document is introduced into the	6	A He was the president of
7	proceedings.)	7	Glasswall.
8	Q Okay. I refer you to Exhibit 2	8	Q Okay. And looking at the date,
9	in the book, binder one. If you can look	9	March 29, 2012, is this around the time
10	at the you can look there or you can	10	frame when Monadnock started interacting
11	look at the book.	11	with Glasswall in connection with this
12	MR. RENDA: I have to look at	12	project?
13	the book because I can't read that far	13	A Yes.
14	away.	14	Q And if you look at the top one,
15	CHAIRMAN ROSSI: Here you go.	15	Federico is talking to Greg about base
16	You want to take a look at this?	16	price and features.
17	Q The bottom I will just wait	17	What were what were the
18	for the arbitrator.	18	substance, if you know, of the discussions
19	MR. KLEINHENDLER: Also, panel	19	between Monadnock and Mr. Balestrazzi in or
20	members, I think and Mr. Cinque	20	about the end of March of 2012?
21	we are going to mark exhibits. And	21	A Well, they would have been
22	can we just have a ground rule?	22	preliminary conversations as to how we were
23	Unless there is a stated objection, it	23	going to clad this building with the
24	will be considered received?	24	curtain wall system.
25	CHAIRMAN ROSSI: You are not	25	Q And did you do any due
	CIT III (WILL NOSSI). Tou are not		Q Tind and you do any due
	71		73
1	Arbitration Volume I	1	Arbitration Volume I
2	Arbitration Volume I going to have to, you know, go through	1 2	Arbitration Volume I diligence about Glasswall and when I say
	Arbitration Volume I going to have to, you know, go through the exercise of of of what you		Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any
2	Arbitration Volume I going to have to, you know, go through	2	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and
2 3	Arbitration Volume I going to have to, you know, go through the exercise of of of what you	2 3	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any
2 3 4	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with	2 3 4	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and
2 3 4 5	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are	2 3 4 5	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?
2 3 4 5 6	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.	2 3 4 5 6	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes.
2 3 4 5 6 7	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in. Mr. Cinque, that's not to stop	2 3 4 5 6 7	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did.
2 3 4 5 6 7 8	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in. Mr. Cinque, that's not to stop you. If something comes up	2 3 4 5 6 7 8	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some
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2 3 4 5 6 7 8 9	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in. Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.	2 3 4 5 6 7 8 9	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project
2 3 4 5 6 7 8 9 10	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something	2 3 4 5 6 7 8 9 10	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation.
2 3 4 5 6 7 8 9 10 11	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but	2 3 4 5 6 7 8 9 10 11	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to
2 3 4 5 6 7 8 9 10 11 12 13	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.	2 3 4 5 6 7 8 9 10 11 12 13	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant?
2 3 4 5 6 7 8 9 10 11 12 13 14	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume	2 3 4 5 6 7 8 9 10 11 12 13 14	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant? A We had sent people down to
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay.  CONTINUED EXAMINATION BY MR. KLEINHENDLER:	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant?  A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay.  CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Could you look at the lower	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant? A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of Glasswall, didn't have anything negative to say.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay. CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Could you look at the lower E-Mail. It's from Mr. Bauso to Mr. Balestrazzi.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant? A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of Glasswall, didn't have anything negative to say. Q Tell us who who is Israel
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay. CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Could you look at the lower E-Mail. It's from Mr. Bauso to Mr. Balestrazzi. Who is Federico Balestrazzi?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant? A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of Glasswall, didn't have anything negative to say. Q Tell us who who is Israel Berger, and what exactly was their role
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay.  CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Could you look at the lower E-Mail. It's from Mr. Bauso to Mr. Balestrazzi.  Who is Federico Balestrazzi? A President of Glasswall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant?  A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of Glasswall, didn't have anything negative to say. Q Tell us who who is Israel Berger, and what exactly was their role here?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay. CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Could you look at the lower E-Mail. It's from Mr. Bauso to Mr. Balestrazzi.  Who is Federico Balestrazzi? A President of Glasswall. Q And what was his role in	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant?  A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of Glasswall, didn't have anything negative to say. Q Tell us who who is Israel Berger, and what exactly was their role here? A They were hired by ownership of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Arbitration Volume I going to have to, you know, go through the exercise of of of what you call foundational exercise with exhibits. So just act as if they are all in.  Mr. Cinque, that's not to stop you. If something comes up MR. CINQUE: That's fair. I understand.  CHAIRMAN ROSSI: If something comes up, you just object; but otherwise we're going to assume everything is in.  MR. CINQUE: Okay.  CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Could you look at the lower E-Mail. It's from Mr. Bauso to Mr. Balestrazzi.  Who is Federico Balestrazzi? A President of Glasswall.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Arbitration Volume I diligence about Glasswall and when I say "you," I mean you or Monadnock do any diligence about Glasswall as a company and their ability to perform?  A Yes. Q Tell the panel what you did. A References were checked. Some of their projects were looked at online. Glasswall had actually furnished a project for one of the partners at Hunters Point; and they came with a good recommendation. Q Did you ever make any visits to their plant?  A We had sent people down to their plant. The outside consultant, Israel Berger Associates, also knew of Glasswall, didn't have anything negative to say. Q Tell us who who is Israel Berger, and what exactly was their role here?

74 76 1 Arbitration -- Volume I 1 Arbitration -- Volume I correctly for the Hunters Point project. 2 2 CHAIRMAN ROSSI: We are on 3 Q And during this project, did 3 Exhibit 3. 4 they prepare reports? 4 Q I'm sorry. Sorry. Exhibit 4? 5 Yes. 5 (Previously Marked Exhibit No. A And tell us. What were those 6 4, Document is introduced into the 6 0 7 7 reports called? proceedings.) A Some of them were called "plant 8 8 Q It's Monadnock 93114. 9 9 reports." Some of them were called "field And could you just describe to 10 reports." So they did inspections in the 10 the panel what this is? factory and also in the field. The field 11 11 A This is Glasswall's official 12 ones would be later in the project. 12 bid for one of the buildings, parcel A, 13 Q Okay. Take a look at 13 specifically. Exhibit 2 -- sorry. This is Exhibit 3. 14 14 Q And was there ultimately a bid 15 (Previously Marked Exhibit No. 15 for parcel B? 16 3, 5/18/12 Document is introduced into 16 Yes. Α 17 17 the proceedings.) Q Okay. Let's go through this 18 Okay. 18 because we want to talk about what -- what A 19 19 0 And that is Bates stamped exactly was Glasswall bidding on here. And 20 Monadnock 909094. This is a document dated 20 let's just -- take a look at the first 21 May 18, 2012. Could you explain to the 21 page, 9315, if you look at the number, and 22 22 panel what this is? products -- just explain in layman's terms 23 A This is an official invitation 23 what are these products that you are asking 24 to bid the Hunters Point curtain wall 24 for. 25 project. 25 Well, unitized window wall 75 77 1 Arbitration -- Volume I 1 Arbitration -- Volume I 2 Q And could you just go through 2 system is each individual curtain wall 3 3 on the bottom some of these notes of what panel. 4 you were looking for in the bid? 4 Q 5 5 A There was exclusions in the Unitized store front system is 6 again an individual panel, but store front 6 bid, such as fins, which is a metal projection, trees, again -- excuse me. 7 7 at the ground floor. 8 Trees were excluded. Fins were 8 In-swing casement window, which 9 to be part of the bid. 9 was an important component of the curtain 10 10 We affectionately called trees wall system, because all apartments have to 11 have ventilation. 11 an extra piece of architectural metal work 12 that was applied in the field afterward. 12 And store front doors, 13 13 Q Look at number six. What does specifically, the aluminum doors, to get in 14 number six say? 14 and out of curtain wall systems. 15 A When we thought we needed the 15 Q Let's take a look at the 16 16 inclusions on page two. windows --17 17 Just generally, what -- what is O Just read it -- just read it 18 it that they were also including besides 18 for the panel. 19 "Anticipated delivery needed by 19 just what you just explained here? 20 the beginning of March 2013." 20 A Well, they were including all 21 21 Q And this was communicated in of the components of the window wall 22 22 May of 2012? system, meaning the frame, the louvers, the 23 23 glass, the colored glass, the slab covers, A That's correct. 24 2.4 Q Let's look at Exhibit 3 now in fire stopping, the complete curtain wall 25 the book. Could you tell --25 assembly.

78 80 1 Arbitration -- Volume I 1 Arbitration -- Volume I 2 2 A Well, Shop was the architect Okay. 3 3 MR. RENDA: Can I ask you a that designed the envelope of the building, 4 question? 4 the envelope being the curtain wall system. 5 5 THE WITNESS: Yes. So we needed to do a visual mock-up so the 6 6 MR. RENDA: How was the curtain architect and the owners would be happy 7 7 wall -- how was the curtain wall with what Glasswall proposed to build to 8 8 take the architect's design or idea and put attached to the structure? 9 9 THE WITNESS: So, glass wall it into reality. 10 10 shipped -- shipped out, these Halfen Q Is a mock-up sort of like a 11 anchors with a shop drawing. We hand 11 sample? 12 the shop drawing off to the 12 A It definitely is a sample. A 13 superstructure contractor. 13 visual mock-up is the sample. 14 And he installs the Halfen 14 (Previously Marked Exhibit No. 15 anchor in the exact location that 15 7. Document is introduced into the 16 16 needs to be installed for a curtain proceedings.) 17 17 wall unit, after which, an iron worker Q Let go to Exhibit 7, please. I 18 18 want to take you to the second page of then affixes a C channel over the slab 19 19 edge, and bolts it to the slab edge so that, and 9764. It's an E-Mail from 20 20 that the curtain wall unit now can Mr. Bauso. You are copied on it, 21 rest on top of the C channel. 21 September 2012. 22 22 So these had to be put in the And it talks about the pricing. 23 exact, correct place so that each 23 Tell us about this E-Mail and what the 24 unitized window would sit on top of a 24 pricing was from Glasswall on the two 25 25 C channel. buildings. 79 81 1 Arbitration -- Volume I 1 Arbitration -- Volume I 2 2 This is an E-Mail confirming MR. RENDA: Okay. 3 3 MS. FODOR: Who manufactures what the bids were from Glasswall for 4 4 the C channel? parcel A, of 8,700,000 and change, and 5 THE WITNESS: Glasswall 5 parcel B, 4,800,000 and change. 6 6 manufactured the C channel. Q Let's go to Exhibit 8, please. 7 7 MR. KLEINHENDLER: All right. (Previously Marked Exhibit No. 8 CONTINUED EXAMINATION 8 8. E-Mail dated October 18, 2012, MC 9 BY MR. KLEINHENDLER: 9 9104, Document is introduced into the 10 Let's take a look at Exhibit 6. 10 proceedings.) 11 11 (Previously Marked Exhibit No. Q Exhibit 8 is an E-Mail dated 12 6, E-Mail dated 9/18, Document is 12 October 18, 2012, MC 9104. 13 introduced into the proceedings.) 13 It's from Greg to a whole bunch 14 0 And this is an E-Mail dated 14 of people, including Federico and you, 15 15 October 18th. about a Glasswall meeting. (There was a discussion off the 16 16 Could you describe what 17 record.) 17 meetings this is referring to, and, in 18 Q This is an E-Mail dated 18 general, what meetings were you having now 19 September 18th. 19 in October 2012 with Glasswall? 20 If you go to the bottom, it 20 A A critical part of a curtain 21 talks about "mock-up creation." 21 wall or a window wall system is who is 22 Tell the panel what are -- what 22 going to be installing it. 23 are these mock-ups and "from Shop," and 23 And one of the reasons is 24 tell us why you were even talking to 24 because the manufacturer has to make the 25 Glasswall about mock-ups. 25 window system in such a way that it could

	90		92
1	Arbitration Volume I	1	Arbitration Volume I
2	Why was that inserted? Do you	2	What was your understanding as
3	know?	3	to when the work would be "substantially
4	A Time is of the essence with a	4	completed" for parcel A?
5	curtain wall project because we have to	5	MR. CINQUE: Objection. The
6	install windows in an unbroken sequence in	6	contract speaks for itself.
7	order to make the building weather-tight.	7	CHAIRMAN ROSSI: Overruled.
8	Q Okay. Did you ever have	8	A Actually, we wanted Glasswall
9	discussions with Federico or leading up to	9	to have all of the windows manufactured and
10	this contract execution that they had	10	sitting in their warehouse in Florida prior
11	only had to start the windows in	11	to September so that we would be guaranteed
12	September 1, 2015 [sic], but they can	12	an unbroken stream of windows.
13		13	Q Did you ever communicate that
14	complete it anytime they want?  A No. They have to provide us	14	to Glasswall?
15	A No. They have to provide us with an unbroken stream of windows so that	15	A Yes.
16	we can install the windows and	16	Q Who did who did you
17	weather-tight the building.	17	communicate it to?
18	CHAIRMAN ROSSI: Can I ask you	18	A Federico.
19	something?	19	Q Let's go to paragraph
20	The first date in that in	20	section 11, "Progress Payments," okay.
21	that in that sentence, "production	21	This talks about when what
22	start date to be on or about	22	is your understanding under this contract
23	April 15th," was that really kind of a	23	as to when Glasswall was entitled to
24	deadline for you to get to make	24	payment under this contract?
25	sure that they have everything so that	25	A Well, payment is based upon a
	91		93
1	Arbitration Volume I	1	Arbitration Volume I
2	they can start on April 15th?	2	schedule of values that are worked out and
3	THE WITNESS: No, that was more	3	agreed upon between contractor and
4	of a date working backwards that they	4	fabricator. So Glasswall submitted a
5	said they needed approximately three	5	schedule of values, of which we approve the
6	or four months prior to sending	6	schedule of values first and then pay based
7	windows to start fabricating them.	7	upon that schedule of values.
8	CHAIRMAN ROSSI: Okay.	8	Q Could you turn to page I am
9	THE WITNESS: That that was	9	working with the Bates stamp 14 on the
10	based on Glasswall and our expert,	10	bottom. Take a look at 11.7.2.
11	Israel Berger, saying that the curtain	11	Tell me why is that paragraph
12	wall units would take four or	12	deleted.
13	five months to manufacture.	13	A Why was this deleted?
14	Q Prior to executing this	14	Because we didn't want to pay
15	agreement, you talked about meeting with	15	for stored materials.
16	Glasswall.	16	
17	Did they ever tell you that	17	Q Sorry. Let's start.
18	they believed it would be a problem getting		What did that paragraph say and
19	glass from AGC?	18	then clearly, it's deleted. But what
20	A We didn't learn of a problem	19	what was intended by that paragraph before
21	with glass from AGC until the summer of	20	it was deleted, the the way you
	2013.	21 22	understand it?
		1 17	CHAIRMAN ROSSI: Well, before
22			
22 23	Q Now, it says here:	23	we get here, what about this?
22			

	122		124
1	Arbitration Volume I	1	Arbitration Volume I
2	Fund and Monadnock Construction as	2	A Frank Monterisi.
3	construction manager, Document is	3	Q And who does he work for?
4	introduced into the proceedings.)	4	A The Related company.
5	Q What is Exhibit 33? That's	5	MR. RENDA: Can I ask a
6	the	6	question.
7	A It's a contract for parcel B.	7	With regard to the construction
8	Q Between who and whom?	8	management contract, were these
9	A Between Hunters Point South	9	considered "at risk" or "not at risk"?
10	Borden Housing Development Fund and	10	Do you understand what I am
11	Monadnock Construction as construction	11	saying?
12	manager, same obligations as parcel A.	12	THE WITNESS: Not at risk.
13	Q And let's take a look and	13	MS. FODOR: Is the project
14	let's take a look at the Exhibit 34.	14	under the CM agreement for the entire
15	This goes to Mr. Rossi's	15	project?
16	question.	16	THE WITNESS: There's a CM
17	Could you identify what	17	agreement for each building, parcel A
18	Exhibit 34 is?	18	and parcel B.
19	(Previously Marked Exhibit No.	19	MS. FODOR: But it's for the
20	34, Amended Agreement dated February	20	total building?
21	of 2013 of HPS, Document is introduced	21	THE WITNESS: Yes.
22	into the proceedings.)	22	MS. FODOR: Including the
23	A This is some sort of amended	23	glass?
24	agreement that's dated February of 2013.	24	THE WITNESS: Yes.
25	Q Of HPS?	25	CHAIRMAN ROSSI: So Mr. Renda's
23	Q OTHIS:	23	CHARMAN ROSSI. 50 WI. Renda's
	123		125
1	Arbitration Volume I	1	Arbitration Volume I
2	A Yes.	2	question, Monadnock was not at risk,
3	Q Now, I just want to go to if	3	you are saying, under the
4	you just go to page 44181. And it just	4	THE WITNESS: Financial risk
5	identifies the percentage interest of the	5	for the cost of the project, no.
6	various members of this LLC.	6	CHAIRMAN ROSSI: Yes, yes.
7	Who are they?	7	MR. RENDA: Otherwise, I have
8	MR. RENDA: Under what tab?	8	to read all of these pages. It will
9	MR. KLEINHENDLER: That's	9	save me some time.
10	this is tab 34. It's MC 44181.	10	MS. FODOR: Right.
11	That's the page. It just tells you	11	Q Okay. Let's go to page
12	who who the owners are.	12	(There was a discussion off the
13	Q Okay. So it's	13	record.)
14	A Related is 50 percent owner.	14	Q Do you recall when the parcel A
15	Phipps is 25 percent owner. And Monadnock	15	foundation started?
16	is 25 owner.	16	A February of 2013.
17	CHAIRMAN ROSSI: Got it.	17	Q Okay. And if somebody wanted
18	Q And just going to page 44189,	18	to find that exact date, what document
19	section 6.1, if you look at the bottom	19	would they look at?
20	paragraph:	20	A The Monadnock daily job report
		21	document.
21	"The members hereby appoint	1	
21 22	"The members hereby appoint Related to serve as the manager."	22	Q Okay. Let's take let's pull
		22 23	Q Okay. Let's take let's pull it up on the screen because it's
22	Related to serve as the manager."	22 23 24	Q Okay. Let's take let's pull it up on the screen because it's MR. RENDA: Just give me the
22 23	Related to serve as the manager."  Who was your contact person in	22 23	Q Okay. Let's take let's pull it up on the screen because it's

	134		136
1	Arbitration Volume I	1	Arbitration Volume I
2	proceedings.)	2	A I believe so.
3	Q 38. And could you describe	3	CHAIRMAN ROSSI: But the
4	first of all, who is Glen Koenig?	4	approval was subject to him, so they
5	A Glen was a project manager for	5	really couldn't release it at this
6	Monadnock Construction.	6	point, right, because, if Beal went
7	Q It says here he's writing to	7	down and didn't like it, there was
8	Federico and Armand.	8	going to be a problem
9	Who is Armand?	9	THE WITNESS: If they didn't
10	A Armand was, we believe, vice	10	like the color, yes.
11	president of Glasswall at that time.	11	Q Did that happen?
12	Q And the cc's are going to	12	A No, he was fine with the
13	various people at your company and Related?	13	colors.
14	A That's correct.	14	CHAIRMAN ROSSI: But when did
15	Q Why why are you copying	15	he go down? Do you know?
16	Related on some of these E-Mails?	16	THE WITNESS: Probably within a
17	A Because they are part of the	17	week after the memo went out.
18	design team.	18	Q Well, let's look at Exhibit 46.
19	Q Okay.	19	(Previously Marked Exhibit No.
20	"Federico and Armand, as per	20	46, Document is introduced into the
21	HPS, parcel A and parcel B visual mock-up,	21	proceedings.)
22	the design team approved the VMU."	22	Q Okay. So Glen Koenig is
23	What is that?	23	writing to Federico and Marco:
24	A "Visual mock-up."	24	"Please make arrangements for a
25	Q What happened here?	25	senior officer and the quality control
	Q what happened here.		senior officer and the quanty control
	135		137
1	Arbitration Volume I	1	Arbitration Volume I
2	A They approved the colors and	2	representative from AGC Glass and GE
3	metal paint colors, glass colors, glass.	3	Momentous to be present during the mock-up.
4	CHAIRMAN ROSSI: Is that on	4	There have been issues observed on the
5	both projects?	5	mock-up, such as" "of glass such as
6	THE WITNESS: Yes, it was one	6	damaged secondary sealant and roller wave
7	visual mock-up for both. So half the	7	distortion."
8	mock-up might have been for parcel A;	8	What is that?
9	and the other half would be for parcel	9	A During the performance mock-up,
10	B because it's two distinct.	10	some of the glass leaked internally, so
11	Q All right.	11	some of the glass had a leak in it, not
12	"Glasswall is hereby to release	12	just the curtain wall system. And the
13	all glass, metal, and sealant required to	13	glass visually looked distorted.
14	fabricate the performance mock-up."	14	Q So by this date in May, the
15	What are you what are you	15	glass glass wall had the right colored
16	telling them here?	16	glass, but now there was a problem with the
17	A That now they have all the	17	mock-up?
18	answers that they can release.	18	A They had the right colored
19	CHAIRMAN ROSSI: What about	19	glass, and they needed AGC glass
20	this final approval by somebody else?	20	specifically for performance mock-up
21	THE WITNESS: Bruce Beal from	21	because you can't use a different glass
22	Related wanted to fly down and see it	22	manufacturer for the glass in the
23	himself.	23	performance mock-up because that's what we
	Q And did that did that	24	were going to build the project from, is
24	•	24	were going to build the project from, is
24 25	happen?	25	the components from the

	138		140
1	Arbitration Volume I	1	Arbitration Volume I
2	CHAIRMAN ROSSI: So the mock-up	2	A He wanted to sure that the
3	was not done with AGC?	3	Halfen anchors, which Glasswall was
4	THE WITNESS: No, it was no,	4	supplying, were sent to the job so that
5	it was. Yes.	5	they could be installed in the slab.
6	CHAIRMAN ROSSI: It was. Okay.	6	CHAIRMAN ROSSI: Who is Glen
7	(Previously Marked Exhibit No.	7	Koenig again?
8	48, Document is introduced into the	8	THE WITNESS: Glen was a
9	proceedings.)	9	project manager.
10	Q Well, let's go to Exhibit 48,	10	CHAIRMAN ROSSI: For you?
11	please, May 30th.	11	THE WITNESS: For Monadnock.
12	During the 5/18/13 meeting	12	MS. FODOR: And who is Andrew?
13	this is from Glen to Federico.	13	THE WITNESS: Andrew was the
14	"During the 5/18/13 meeting	14	senior project manager at the time
15	held at HP's trailer with Monadnock,	15	from Monadnock.
16	Related, Ecker, Glasswall, the team	16	Q If you go to the next page
17	discussed material delivery dates. At this	17	CHAIRMAN ROSSI: These are all
18	time Glasswall was informed that parcel A	18	people who reported to you?
19	material would be required by 9/1/13 and	19	THE WITNESS: Yes.
20	that parcel B would be required at 9/15."	20	Q These dates are not
21	So at this point, you are	21	theoretical. They are actual schedule
22	pushing out the dates?	22	dates, correct?
23	A Parcel B slipped a little, but	23	A Yes.
24	not parcel A.	24	Q Do you know why he was
25	Q And why were you pushing out	25	capitalizing "Not"?
	- Tind why were you pushing out		capitalizing 1000.
	139		141
1	Arbitration Volume I	1	Arbitration Volume I
2	the dates?	2	A He was stressing that we are
3	A Just based upon where we were	3	installing concrete decks on these dates.
4	in the foundation of the project.	4	Q At this time, at this point in
5	A schedule is something that is	5	time, did it become apparent to you that
6	a breathing mechanism, subject to change.	6	Glasswall's manufacturing process would be
7	Q Let's take a look at	7	delayed?
8	Exhibit 52.	8	A There were issues.
9	(Previously Marked Exhibit No.	9	Q Did they ever raise an issue
10	52, Document is introduced into the	10	with you at this point that they couldn't
11	proceedings.)	11	get glass from AGC?
12	Q You are copied on this. And,	12	A No, not in May.
13	again, Andrew Baranello is who?	13	Q And as you testified, your
14	A He was the senior project	14	concrete infrastructure was already going
15	manager on the project at the time from	15	up?
16	Monadnock Construction.	16	A Correct.
17	CHAIRMAN ROSSI: I'm sorry.	17	Q Let's go to Exhibit 54.
		18	(Previously Marked Exhibit No.
18	What number did you go to?		•
18 19	MR. KLEINHENDLER: This is	19	54, June 3 E-Mail, Document is
	·		54, June 3 E-Mail, Document is introduced into the proceedings.)
19	MR. KLEINHENDLER: This is	19	introduced into the proceedings.)
19 20	MR. KLEINHENDLER: This is Exhibit 52, MC 10509.  Q Why was Andrew telling Federico	19 20 21	introduced into the proceedings.) Q This is an E-Mail June 3rd,
19 20 21	MR. KLEINHENDLER: This is Exhibit 52, MC 10509.	19 20 21 22	introduced into the proceedings.) Q This is an E-Mail June 3rd, attaching certain minutes, which will be
19 20 21 22	MR. KLEINHENDLER: This is Exhibit 52, MC 10509.  Q Why was Andrew telling Federico about the, you know, the concrete erection	19 20 21	introduced into the proceedings.) Q This is an E-Mail June 3rd, attaching certain minutes, which will be Exhibit 55. Take a look at 55 as well.
19 20 21 22 23	MR. KLEINHENDLER: This is Exhibit 52, MC 10509.  Q Why was Andrew telling Federico about the, you know, the concrete erection schedules?	19 20 21 22 23	introduced into the proceedings.) Q This is an E-Mail June 3rd, attaching certain minutes, which will be

1 Arbitration Volume I 2 introduced into the proceedings.) 3 Q Can you describe this meeting, 4 you know, what was happening at this 5 meeting? 6 A This was a meeting at the 6 (Previously Marked Exhibit No. 7 testing lab to make sure that the mock-up, 8 the performance mock-up installation had 9 started and was proceeding along correctly. 10 Q Okay. And look under "thermal 11 testing." 12 IB what is who is IBA? 13 A Israel Berger Associates is the 14 curtain wall consultant for the Hunters 15 Point project. 16 Q Okay. And: 17 "Thermal testing, IBA stated 18 Glasswall didn't include installation." 19 What does that mean? 20 Q Okay. And look at "glass 21 quality." 22 CHAIRMAN ROSSI: Where are young lass quality? 23 MR. KLEINHENDLER: I am on				
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2 introduced into the proceedings.) 3 Q Can you describe this meeting, 4 you know, what was happening at this 5 meeting? 6 A This was a meeting at the 7 testing lab to make sure that the mock-up, 8 the performance mock-up installation had 9 started and was proceeding along correctly. 10 Q Okay. And look under "thermal 11 testing." 11 testing." 12 IB - what is who is IBA? 13 A Israel Berger Associates is the 14 curtain wall consultant for the Hunters 15 Point project. 16 Q Okay. And: 17 "Thermal testing, IBA stated 17 "Thermal testing, IBA stated 18 Glasswall didn't include installation." 19 What does that mean? 20 A It means that the installation 21 wasn't part of the performance mock-up. 22 Q Okay. And look at "glass 23 quality." 24 Do you see issues there with 25 glass quality? 25 MR. KLEINHENDLER: I am on 26 Arbitration Volume I 27 A Yes. 38 Q Okay. If there was 4 CHAIRMAN ROSSI: Ithought that this was already approved, right, approved mock-up, or ight; 4 you know, what was happening at this meething, and the installation the proceedings.) 3	1	Arbitration Volume I	1	Arbitration Volume I
3 Q Can you describe this meeting, 4 you know, what was happening at this 5 meeting? 6 A This was a meeting at the 7 testing lab to make sure that the mock-up, 8 the performance mock-up installation had 9 started and was proceeding along correctly. 10 Q Okay. And look under "thermal 11 testing." 12 IB what is who is IBA? 13 A Israel Berger Associates is the 14 curtain wall consultant for the Hunters 15 Point project. 16 Q Okay. And: 17 "Thermal testing, IBA stated 18 Glasswall didn't include installation." 19 What does that mean? 20 A It means that the installation 21 wasn't part of the performance mock-up. 22 Q Okay. And look at "glass 23 quality." 24 Do you see issues there with 25 glass quality? 26 A Yes. 3 Q Okay. If there was 4 CHAIRMAN ROSSI: I thought that 5 The WITNESS: This is the 6 performance mock-up, visual mock-ups with the glass colors 10 voul refer to here on June 11th?			2	
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5 meeting? 6 A This was a meeting at the 7 testing lab to make sure that the mock-up, the performance mock-up installation had 9 started and was proceeding along correctly. 10 Q Okay. And look under "thermal 11 testing." 11 IB what is who is IBA? 12 IB what is who is IBA? 13 A Israel Berger Associates is the curtain wall consultant for the Hunters 15 Point project. 16 Q Okay. And: 17 "Thermal testing, IBA stated 18 Glasswall didn't include installation." 19 What does that mean? 20 A It means that the installation 21 wasn't part of the performance mock-up. 22 Q Okay. And look at "glass quality." 24 Do you see issues there with 25 glass quality? 25 MR. KLEINHENDLER: I am on 26 Okay. If there was 3 Arbitration Volume I 2 A Yes. 3 Q Okay. If there was 4 CHAIRMAN ROSSI: I thought that 5 this was already approved, right, approved mock-up on April the 3rd, right? 3 THE WITNESS: This is the 9 performance mock-ups von with the glass colors 4 THE WITNESS: This is the 9 performance mock-ups visual mock-ups with the glass colors  5 Look at Exhibit 57, please. (Previously Marked Exhibit No. 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail, Document is introduced into the proceedings.) 57, Early June E-Mail Let's go to the bettom part of it. This is an E-Mail Into the delivery windows. 14 A Yes. 15 Do you see that? 14 A Yes. 16 Do you see that? 17 A Yes. 18 Q In the third paragraph. 19 Why were you pushing off the delivery on parcel A and parcel B? 20 A It means that the installation. 21 Arbitration Volume I Exhibit 57, the bottom half of it, which is Paul's E-Mail to Federico. 22 CHAIRMAN ROSSI: Okay. 23 CHAIRMAN ROSSI:			4	•
6 A This was a meeting at the 7 testing lab to make sure that the mock-up, 8 the performance mock-up installation had 9 started and was proceeding along correctly. 10 Q Okay. And look under "thermal 11 testing." 12 IB what is who is IBA? 13 A Israel Berger Associates is the 14 curtain wall consultant for the Hunters 15 Point project. 16 Q Okay. And: 17 "Thermal testing, IBA stated 18 Glasswall didn't include installation." 19 What does that mean? 10 This is an E-Mail. Let's go to the bottom part of it. This is an E-Mail in our opening statement where you talk about pushing off the accepting of the delivery windows. 16 Do you see that? 17 A Yes. 18 Glasswall didn't include installation." 19 What does that mean? 20 A It means that the installation 21 wasn't part of the performance mock-up. 22 Q Okay. And look at "glass 23 quality." 24 Do you see issues there with 25 glass quality? 25 MR. KLEINHENDLER: I am on  143  1 Arbitration Volume I 2 A Yes. 3 Q Okay. If there was 4 CHAIRMAN ROSSI: Ithought that for right? 4 approved mock-up on April the 3rd, right? 5 Testry June E-Mail, Document is introduced into the proceedings.) 7 (D 57, Early June E-Mail, Document is introduced into the proceedings.) 7 (D 57, Early June E-Mail, Document is introduced into the proceedings.) 7 (D 57, Early June E-Mail, Document is introduced into the proceedings.) 7 (D 57, Early June E-Mail, Document is introduced into the proceedings.) 7 (D 57, Early June E-Mail, Document is introduced into the proceedings.) 9 (D 57. 11 the bottom part of it. This is an E-Mail Let's go to the best on the best of the bottom part of it. This is an E-Mail to Pour of the bottom part of it. This is an E-Mail Let's go to the set with the pour or opening statement where you talk about a conversation you had on June 11th, and the you talked about moving the dates.  Tell us to the best on the service that you talked about moving the facerico that you refer to here on June 11th?		• 11 •		· · · · · · · · · · · · · · · · · · ·
testing lab to make sure that the mock-up, the performance mock-up installation had started and was proceeding along correctly.  Q Okay. And look under "thermal testing."  IB what is who is IBA?  A Israel Berger Associates is the curtain wall consultant for the Hunters  Point project.  Q Okay. And:  "Thermal testing, IBA stated point project.  Reflection of the delivery windows.  Reflection of the performance mock-up.  Q Okay. And look at "glass quality."  A Yes.  Q Okay. And look at "glass quality?  A Yes.  Q Okay. If there was  CHAIRMAN ROSSI: I thought that for the synou talk approved, right, approved mock-up on April the 3rd, right?  THE WITNESS: This is the performance mock-up, visual mock-ups with the glass colors  THE WITNESS: This is the performance mock-up, or only the performance mock-up, opening along the performance mock-up, on ow, the visual mock-ups with the glass colors  THE WITNESS: This is the performance mock-up, or only the delivery on on the performance mock-up, on ow, the visual mock-ups with the glass colors  This is an E-Mail, Document is introduced into the proceedings.)  This is an E-Mail. Let's go to This introduced into the proceedings.)  This is an E-Mail. Let's go to This introduced into the proceedings.)  This is an E-Mail. Let's go to This is introduced into the proceedings.)  This is an E-Mail. Let's go to This is introduced into the proceedings.)  This is an E-Mail. Let's go to This is an E-Mail to Enderico that we went through in our opening statement where you talk about a conversation you had on June 11th, and the you talked about moving the dates.  Tell us to the betot may a ferminal to the proceedings.)  This is an E-Mail. Let's go to This is introduced into the procedings.  The Wint and consultant for the thermal in our opening statement where you talk about a poy use that?  This is an E-Mail.  A Yes.  C Halfman ROSSI: Where are you pushing off the delivery windows.  C CHAIRMAN ROSSI: Okay.  Q Okay. So you talk about a conversation with Federico that you refer to				-
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8 THE WITNESS: This is the 9 performance mock-up; so, now, the 10 visual mock-ups with the glass colors 10 Tell us to the best that you 9 can recall the conversation with Federico 10 that you refer to here on June 11th?				
9 performance mock-up; so, now, the 10 visual mock-ups with the glass colors 10 can recall the conversation with Federico that you refer to here on June 11th?	-	=		· ·
visual mock-ups with the glass colors 10 that you refer to here on June 11th?				•
		-		
1 11 were approved is now pased on the 1 11 A Well it started previous to				
		**		
12 coloring and the spandrel glass AGC 12 June 11th.				
13 was now released to manufacture glass 13 Q Tell us the story.		<del>_</del>		•
for the performance mock-up.  14  A All right. June the end of				
15 (There was a discussion off the 15 June when the performance mock-up				<u>.</u>
16 record.) 16 Q It was May.				
17 CHAIRMAN ROSSI: I see. 17 A May, excuse me, the end of May				•
		· · · · · · · · · · · · · · · · · · ·		when the performance mock-up testing was
		- · · · · · · · · · · · · · · · · · · ·		underway and experiencing some problems,
20 performance? 20 Federico informed us at one of the tests		•		
21 THE WITNESS: Correct. 21 down in Florida that they were going to				
22 CHAIRMAN ROSSI: Okay. 22 have trouble meeting our production			22	have trouble meeting our production
So this is really when they are 23 requirements.	23	So this is really when they are	23	requirements.
24 testing to see if these things are 24 So we went back, visited with	24	testing to see if these things are	24	So we went back, visited with
25 really going to work, right? 25 other members of the Monadnock team, we	25	really going to work, right?	25	other members of the Monadnock team, went

	150		1.50
	150		152
1	Arbitration Volume I	1	Arbitration Volume I
2	right. So then so what I'm asking	2	there I was down there myself. And we
3	then, I guess, is:	3	would scheduling was of the utmost
4	When you wrote on June 12th and	4	importance when it came to curtain walls.
5	you said 9/16, that wasn't that	5	If we didn't know where the
6	was I mean, you are not even sure	6	windows were, we couldn't build the project
7	if they can make it on 9/16; but that	7	correctly. So we were talking about
8	was you couldn't really accept them	8	windows everyday with Glasswall.
9	before that or could you have	9	Q Okay. And at this point, even
10	accepted them?	10	in July, were they telling you, "We can't
11	•	11	get the glass"?
	THE WITNESS: No, no, we could	12	•
12	have accepted them. As I said		A They started to inform us, not
13	earlier, we were making preparations	13	in July, but there were issues with the
14	to store them in New York if need be.	14	glass.
15	CHAIRMAN ROSSI: Okay. All	15	Q Okay. But I am saying:
16	right.	16	Do you recall in July do you
17	Q Okay. Let's take a look at 68.	17	recall them telling you, "We have got a
18	(Previously Marked Exhibit No.	18	problem getting glass"?
19	68, E-Mail chain, Document is	19	A They didn't say they had a
20	introduced into the proceedings.)	20	problem getting glass for the Hunters Point
21	Q This is another E-Mail between	21	project in July. They had problems with
22	you and Federico. And you are referring	22	the glass.
23	here to a you were told by Chad, your	23	Q Okay. All right. We are going
24	PM.	24	now to talk about AGC now.
25	Who is Chad?	25	A Okay.
			- 10
	151		
	151		153
1		1	
1	Arbitration Volume I	1	Arbitration Volume I
2	Arbitration Volume I  A Chad was hired by or assigned	2	Arbitration Volume I MR. KLEINHENDLER: Just by the
2 3	Arbitration Volume I  A Chad was hired by or assigned by the owner of Glasswall to assist	2 3	Arbitration Volume I MR. KLEINHENDLER: Just by the way, just when do you guys want to
2 3 4	Arbitration Volume I  A Chad was hired by or assigned by the owner of Glasswall to assist Federico because Armand was no longer at	2 3 4	Arbitration Volume I MR. KLEINHENDLER: Just by the way, just when do you guys want to break for lunch today?
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2 3 4 5 6 7 8	Arbitration Volume I A Chad was hired by or assigned by the owner of Glasswall to assist Federico because Armand was no longer at Glasswall. Q Okay. And you are telling Federico: "I hear you can't even make	2 3 4 5 6 7 8	Arbitration Volume I MR. KLEINHENDLER: Just by the way, just when do you guys want to break for lunch today? CHAIRMAN ROSSI: What is it, 12:15 now? (There was a discussion off the record.)
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Arbitration Volume I A Chad was hired by or assigned by the owner of Glasswall to assist Federico because Armand was no longer at Glasswall. Q Okay. And you are telling Federico: "I hear you can't even make these new dates of 9/15 and 10/1. I am sure you can imagine how upset I am about this. You need to call me back, so we can set up a meeting." And at the end: "Prior to that meeting, I would like from Glasswall firm commitments with new delivery dates." CHAIRMAN ROSSI: What exhibit is that now? MR. KLEINHENDLER: This is Exhibit 68. Q So tell me about your discussions now with Federico in July. A Continued discussions with	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Arbitration Volume I MR. KLEINHENDLER: Just by the way, just when do you guys want to break for lunch today? CHAIRMAN ROSSI: What is it, 12:15 now? (There was a discussion off the record.) CONTINUED EXAMINATION BY MR. KLEINHENDLER: Q Let's take a look at Exhibit 58, please. A 58. (Previously Marked Exhibit No. 58, 7/1/13 E-Mail chain, Document is introduced into the proceedings.) Q And this is July 1, 2013. Greg is writing to Federico. And they are talking about the heat soaking issue. So explain to the panel what this heat stoking issue is Greg is referring to on July 1st? A It's a process.

226 228 1 1 Arbitration -- Volume I Arbitration -- Volume I 2 2 Q Now, attached to this letter is work, what good is it? 3 3 CHAIRMAN ROSSI: Right, but I a very detailed -- what we call a summary 4 don't -- I don't understand. I 4 that Mr. Bauso forwarded -- you have to 5 5 thought you were way beyond shop turn that around. 6 6 drawings at this point. They're Yes, these are the IBA reports. 7 7 making windows, right? Now, you have to explain to 8 8 THE WITNESS: These were them because, if you look at the top, these 9 are summaries of those reports. 9 changes in the -- because of failures 10 10 in the window system. Um-hum. 11 MS. FODOR: To the architect's 11 Q And so explain to them first 12 12 what the reports are and then what the design? 13 THE WITNESS: No, the 13 summaries show? 14 14 engineer -- Glasswall's engineers had A These are deficiency logs. So 15 15 you -to make these changes. 16 16 MS. FODOR: Design-builts, so CHAIRMAN ROSSI: We are still 17 17 they were building and manufacturing. on C 123, right? 18 THE WITNESS: Yes, because of 18 MR. KLEINHENDLER: Yes, yes, 19 19 the fact we were behind. this is an attachment to that letter. 20 20 MS. FODOR: So there was no CHAIRMAN ROSSI: Yeah. 21 21 independent review of the shop A And so these are deficiency 22 22 drawings by anybody? It was whatever logs on all of the things that Israel 23 they had as shop drawings is what was 23 Berger was finding wrong with the windows 24 built? 24 being manufactured at Glasswall in the 25 THE WITNESS: That's what was 25 month of October. 227 229 1 Arbitration -- Volume I 1 Arbitration -- Volume I 2 going to be built. And they weren't 2 O So you were documenting in 3 3 even sharing that information with us excruciating detail what this independent 4 so that we could cooperate and verify 4 consultant was telling you? 5 5 that this will work or, no, do Well, this is their 6 6 something different. documentation. 7 CONTINUED EXAMINATION 7 Right. Q 8 BY MR. KLEINHENDLER: 8 Yes. Israel Berger was hired 9 Q And were they required to 9 to spend time in the factory, quality 10 10 provide the shop drawings to you under the control, and to make sure that the curtain 11 11 contracts? wall system was being built to the 12 12 Yes, it's a common part of specifications they originally wrote. Α 13 13 construction. Q And is it correct that certain 14 Just explain it to them. What 14 aspects of the performance did not past 15 is the common, you know, sequence of 15 testing? 16 16 A Certain aspects of the window 17 17 didn't pass testing back in May, end of Architects design it. June -- excuse me -- end of May, early 18 Engineers engineer it. Contractors build 18 19 19 June. 20 Contractors build it based upon 20 Q Okay. And what are these 21 21 a set of drawings that -- of their IBA --22 22 understanding on how they want to build it. These here are deficiencies 23 23 And whose obligation was it to that they noted during the production, some 24 24 prepare these drawings? of which were discovered during the 25 A Glasswall's. 25 performance mock-up.

	2744		
	238		240
1	Arbitration Volume I	1	Arbitration Volume I
2	that "previous" meant that all the	2	the
3	"previous"es were paid up to this	3	A Over \$3 million on both.
4	point?	4	Q Had a single window been
5	THE WITNESS: Correct.	5	delivered?
6	MR. RENDA: Okay.	6	A No, it was close to a concern
7	A So, I mean, we have the option	7	on our end.
8	of paying retainage or not, even if it's in	8	Q Let's take a look when all
9	the contract. If you are a good employee	9	right.
10	or a good fabricator, and we need to feed	10	By the end of December, was the
11	you, pay you money, so that we are going to	11	parcel A superstructure completed?
12	get our project in a timely fashion, it	12	A Yes.
13	would be our choice if we were going to	13	Q Let's take a look at
14	release retainage or no.	14	Exhibit 231.
15	CHAIRMAN ROSSI: But if the	15	(Previously Marked Exhibit No.
16	contract had didn't provide for	16	231, Document is introduced into the
17	retainage, then you couldn't hold back	17	proceedings.)
18	retainage, correct?	18	A Exhibit 231?
19	THE WITNESS: I believe the	19	Q Yes.
20	contract did.	20	A That's not in this book.
21	CHAIRMAN ROSSI: Well, I am	21	Q No, we are going to put it on
22	just asking.	22	the screen, page 4714, Document 472.
23	THE WITNESS: Well, that would	23	CHAIRMAN ROSSI: So let me just
24	be true. Yes, sir.	24	ask you I'm sorry before we get
25	CHAIRMAN ROSSI: That's what he	25	off that.
	239		241
1	Arbitration Volume I	1	Arbitration Volume I
2	said. I don't know. I haven't looked	2	So what you are testifying to,
3	at it yet, but	3	is you are getting a little concerned
4	Q If you go down to their the	4	because on parcel A you paid almost
5	requisition for parcel B, if you turn the	5	\$3 million, right?
6	page, is there a requisition for parcel A?	6	THE WITNESS: Between the
7	Is there a requisition for	7	two between the two buildings,
8	parcel A, or is that just B?	8	almost 3 million, over \$3 million.
9	A This is just B.	9	CHAIRMAN ROSSI: Right, I mean,
10	Q Okay. Just back up to	10	you don't see any windows, right?
11	Exhibit 120, please.	11	THE WITNESS: That's correct,
12	A Okay.	12	and although windows
13	(Previously Marked Exhibit No.	13	CHAIRMAN ROSSI: You know they
14	120, 11/30/13 Requisition Ten for	14	are being fabricated.
15	Hunters Point parcel A, Document is	15	THE WITNESS: They are being
16	introduced into the proceedings.)	16	fabricated, but they we don't know
17	A This is requisition ten for	17	if they work
18	Hunters Point, parcel A.	18	CHAIRMAN ROSSI: Right.
19	Q Okay.	19	THE WITNESS: If they have been
20	A Dated November 30, 2013.	20	crated correctly, if the quality
21	Q And how much had been paid to	21	issues have been rectified. At some
22	date on that?	22	point in time, enough is enough.
23	A \$2,280,000.	23	"You made windows fantastic,
24	Q Okay. So between these two	24	but we can't use them; we can't
25	contracts, you paid two on one, and one on	25	install them without the subsequent

1 Arbitration Volume I 1 Arbitration Volume	
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	ne I
2 information." 2 Q Okay. The value	
3 CONTINUED EXAMINATION 3 items 30 through 37 should	
4 BY MR. KLEINHENDLER: 4 No panel deliveries were s	
5 Q Okay. Let's take a look at 5 Point."	one to Hunters
6 before we go to that, let's take a look at 6 What does he mean	n by that?
7 Exhibit 126. 7 A It means you are a	
8 (Previously Marked Exhibit No. 8 build for windows in New	
9 126, 12/6 E-Mail chain, Document is 9 are no windows in New Y	
10 introduced into the proceedings.)  10 Q "Additional, Glas	
11 A Okay. 11 revise their requisition, sto	
12 Q December 6th E-Mail. And Glen 12 value for the month of Oct	
13 is writing to Chad, and it says here: 13 requisition is being denied	
14 "Monadnock is in receipt of 14 are as follows."	. The reasons
15 your application ten for the month of 15 Okay.	
16 November," right.  16 "Contract language"	e section 11
17 So we got your basically, a 17 allowing payment for store	
18 request for a check, right he's 18 been stricken."	od materiais mas
19 saying which we just looked at. And 19 Now, if you recall	I want to
20 he's saying:  20 go back and remind the pa	
21 "Glasswall neglected to comply 21 Let's go back to ex	
22 and added their own assessed values to the 22 what exhibit is the first con	
23 requisition" 23 MS. WEINSTEIN:	
24 A Um-hum. 24 Q Go to Exhibit 14.	
25 Q "which deviate from 25 MR. KLEINHEND	
25 Q Willest deviate from 25 Mat ABER (112.12)	DEER. Vast pat it
243	245
1 Arbitration Volume I 1 Arbitration Volume I	ıme I
2 Monadnock's previous comments." 2 up on the board, Jocel	
What is he saying there? 3 14	•
4 A Well, Glen was the project 4 CHAIRMAN RC	SSI: Where the
5 manager in charge of Glasswall, so he's 5 paragraph is crossed of	
	IDLER: Yes. And
7 requisition is to review it and make 7 that's what I want to r	
8 sure 8 that paragraph, talking	
9 CHAIRMAN ROSSI: That the 9 for stored panels, was	
percentage completed is correct and 10 And that's what h	
11 accurate. 11 here.	
	SSI: Okay. Let's
13 A SOL Glen is writing back that: 13 not argue. I thought y	
14 "Okay. Glasswall, you put a 14 would have paid any	•
bunch of stuff on the requisition and sent 15 THE WITNESS:	
16 it to us, but we are not in agreement with 16 have. It was a gentler	
17 this." 17 that:	J
18 It's common. Sometimes it's 18 "If you are making	ng windows that
19 amicable. Sometimes it's hostile. 19 we are going to accept	
	n, we will take
20 Q Let's go down to: 20 comfortable with ther	
20 Q Let's go down to: 20 comfortable with them: 21 "The value indicated in line 21 them."	
21 "The value indicated in line 21 them."	a point in
21 "The value indicated in line 21 them."	=
21 "The value indicated in line 21 them." 22 items 30 through 37, column B should 22 But there comes a	=
21 "The value indicated in line 21 them." 22 items 30 through 37, column B should 22 But there comes a 23 represent zero as there wasn't a value 23 time, also, where you	can't just tell

1 Arbitration Volume I 2 Q Whose handwriting is on this? 3 A That's mine. 4 Q Okay. 5 A It works better in color, so 6 well, it's in color up on the screen. 7 Q Color up there. Okay. Let's 8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 10 Mr. Anderson. 294  Arbitration Volume I THE WITNESS: No, we had the remaining top floors in both buildings and the hoist departments. Q We have that document now. We wanted to just point out again when when the window installation started in parcel B. And we have let may just identify it. It's Exhibit 232, Bates 10 Mr. Anderson. 10 stamp MC 41753.
Q Whose handwriting is on this?  A That's mine.  Q Okay.  A It works better in color, so  Well, it's in color up on the screen.  Q Color up there. Okay. Let's  go to Exhibit 151. We will take a look at  Mr. Anderson.  C THE WITNESS: No, we had the remaining top floors in both buildings and the hoist departments.  Q We have that document now.  We wanted to just point out again when when the window installation started in parcel B. And we have let me just identify it. It's Exhibit 232, Bates  10 stamp MC 41753.
Q Whose handwriting is on this?  A That's mine.  Q Okay.  A It works better in color, so  Well, it's in color up on the screen.  Q Color up there. Okay. Let's  go to Exhibit 151. We will take a look at  Mr. Anderson.  C THE WITNESS: No, we had the remaining top floors in both buildings and the hoist departments.  Q We have that document now.  We wanted to just point out again when when the window installation started in parcel B. And we have let me just identify it. It's Exhibit 232, Bates  10 stamp MC 41753.
3 remaining top floors in both buildings 4 Q Okay. 5 A It works better in color, so 6 well, it's in color up on the screen. 7 Q Color up there. Okay. Let's 8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 10 Mr. Anderson. 3 remaining top floors in both buildings 4 and the hoist departments. 5 Q We have that document now. 6 We wanted to just point out 7 again when when the window installation 8 started in parcel B. And we have let menually in the letter here from Monadnock to 9 just identify it. It's Exhibit 232, Bates 10 stamp MC 41753.
4 Q Okay. 5 A It works better in color, so 6 well, it's in color up on the screen. 7 Q Color up there. Okay. Let's 8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 10 Mr. Anderson. 4 and the hoist departments. 5 Q We have that document now. 6 We wanted to just point out 7 again when when the window installation started in parcel B. And we have let mental push the letter here from Monadnock to 9 just identify it. It's Exhibit 232, Bates 10 stamp MC 41753.
5 A It works better in color, so 6 well, it's in color up on the screen. 7 Q Color up there. Okay. Let's 8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 10 Mr. Anderson. 5 Q We have that document now. 6 We wanted to just point out 7 again when when the window installation 8 started in parcel B. And we have let me 9 just identify it. It's Exhibit 232, Bates 10 stamp MC 41753.
6 well, it's in color up on the screen. 7 Q Color up there. Okay. Let's 8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 10 Mr. Anderson. 6 We wanted to just point out 7 again when when the window installation 8 started in parcel B. And we have let me 9 just identify it. It's Exhibit 232, Bates 10 stamp MC 41753.
7 Q Color up there. Okay. Let's 7 again when when the window installation 8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 9 just identify it. It's Exhibit 232, Bates 10 Mr. Anderson. 10 stamp MC 41753.
8 go to Exhibit 151. We will take a look at 9 the letter here from Monadnock to 9 just identify it. It's Exhibit 232, Bates 10 Mr. Anderson. 10 stamp MC 41753.
9 the letter here from Monadnock to 9 just identify it. It's Exhibit 232, Bates 10 Mr. Anderson. 10 stamp MC 41753.
10 Mr. Anderson. 10 stamp MC 41753.
<u> </u>
11 Does this explain what the 11 And could you identify for the
12 circumstances are here, Exhibit 151? 12 panel
13 (Previously Marked Exhibit No. 13 A Window eight men, delivery
14 151, Letter from Monadnock to Mr. 14 and installing the windows.
15 Anderson, Document is introduced into 15 Q Okay. And if you could just go
the proceedings.)  16 the proceedings.)  16 to the top and show the panel what date it
17 A Well, it's getting towards the 17 is.
18 end of the job where there's a couple of 18 A 4/28.
19 floors left to be delivered and also what 19 (There was a discussion off the
20 we call the hoist department. 20 record.)
21 So high-rise buildings are 21 Q 2014?
22 built with outside elevators, and the hoist 22 A Correct.
23 is put up in a certain location. And the 23 Q All right. Let's go to
24 curtain wall units that need to be 24 Exhibit 153.
25 fabricated 25 (Previously Marked Exhibit No.
25 Tabiletted Exhibit No.
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1 Arbitration Volume I 1 Arbitration Volume I
2 CHAIRMAN ROSSI: Leave it to 2 153, Money Wire Document is introduced
3 the end, right. 3 into the proceedings.)
4 THE WITNESS: leave it to 4 Q Could you describe what that is
5 the end. Yeah. 5 for the panel?
6 CHAIRMAN ROSSI: All right. 6 CHAIRMAN ROSSI: Let us take a
7 Could we just read this letter for a 7 look at it. What number is it?
8 second. 8 THE WITNESS: 153.
9 THE WITNESS: Sure. 9 A This is 154. Is that what you
10 A So it's October of 2014. We 10 want me to look at? Is that 153?
11 have run out of windows to install because 11 Q Let's do 153, sorry, 153.
the balance of the windows are not on-site. 12 A It's the wiring of the money
13 And Glasswall demands final payment in 13 that Glasswall demanded.
14 accordance with the agreement, their 14 Q So you ultimately just gave in
15 interpretation of the agreement. 15 and wired the money?
So they wouldn't ship windows 16 A Sure, we needed the rest of the
until a check was cut in full for all of 17 windows. What were we going to go bac
18 the windows left still in Florida. 18 to 2013?
19 Q All right. 19 Q Okay.
20 A Installation had come to a 20 CHAIRMAN ROSSI: Is that what
21 halt. 21 was left, a million 2? Is that what
22 Q Okay. 22 you sent them?
23 CHAIRMAN ROSSI: All you have 23 THE WITNESS: That's correct.
24 left at this point is the is the 24 Q Let's take a look I think
25 hoist line? 25 the next exhibit is the balance. Take a

418 420 1 Monadnock v. Glasswall, Volume II 1 Monadnock v. Glasswall, Volume II 2 THE WITNESS: -- to maintain 2 And I am going to ask you about this 3 3 one since we have it open. the electrical systems, maintain the 4 outside elevators. The union shop 4 Like, on 13876, which is the 5 5 final lien waiver -steward was still there. 6 So we tried to continue to 6 THE WITNESS: Okay. 7 7 CHAIRMAN ROSSI: You have total work, putting the switch gear room 8 8 together, which was a watertight room, revised contract of 6,000,323. But 9 doing whatever internal feeding --9 that -- that -- that -- that includes 10 10 a lot of other stuff, right? feeder work that we could do without 11 thinking we were going to incur damage 11 THE WITNESS: That's correct. 12 because of --12 CHAIRMAN ROSSI: I am assuming 13 CHAIRMAN ROSSI: All right. So 13 they had a lot of change orders. 14 I -- so I understand. 14 THE WITNESS: That's correct. 15 15 CHAIRMAN ROSSI: Yeah. Okay. So what you are saying is that 16 you kind of like -- you don't 16 I'm sorry. The total change 17 moth-ball, as you said. Yet, you 17 order was 644 right, okay. And this 18 represents -- I don't know. 18 could do some work. But any type of 19 work you had, you had to have some 19 THE WITNESS: \$235,000 of it. 20 20 CHAIRMAN ROSSI: So there were electricians. And I'm assuming you other change orders. 21 21 have temporary lighting on the --22 THE WITNESS: You had temporary 22 THE WITNESS: There were 23 23 definitely other change orders. lighting, correct. 24 CHAIRMAN ROSSI: Right, hoist 24 (There was a discussion off the 25 25 record.) had to go --421 419 1 Monadnock v. Glasswall, Volume II 1 Monadnock v. Glasswall, Volume II 2 THE WITNESS: The hoist had to 2 CONTINUED EXAMINATION 3 3 be on 24/7 for the fire department BY MR. KLEINHENDLER: 4 4 Q And this was a negotiated sum? 5 5 A This was a negotiated --CHAIRMAN ROSSI: Okay. All 6 6 right. I got you. Thank you. (There was a discussion off the 7 7 THE WITNESS: Okay. record. Multiple people were speaking 8 Q Now, we are up to --8 at the same time.) 9 9 This was a negotiated sum? A Q 10 10 Yes? Q Which is tab 53 here, okay. 11 Yes. 55 is the change order amount 11 Α 12 All right. We are up to 56, 12 of \$235,000 to Spiel and Recca Electric. 0 13 13 They are the parcel B electrical which is tab 54. 14 contractor. And that's page number 13870. 14 56 is the plumbing contractor 15 for parcel A, their labor and material 15 And this is for the same items that we just 16 escalation, the Paramount Plumbing, page 16 discussed in parcel A. 17 number 13878, amount of \$400,000, again, 17 Q Do we have the --18 18 A I am on line item 56. for labor and material escalation costs to Before that -- just getting 19 the plumbing contractor on the job --19 Q 20 copper pipe, wage increase, men on the job 20 to --21 You want to know -this size -- temporary water had to be 21 Α 22 maintained. 22 (There was a discussion off the 23 CHAIRMAN ROSSI: And was --23 record.) 24 24 these contracts with the -- with the CHAIRMAN ROSSI: Can I just ask 25 electrician, the carpenter, now, the 25 you one other question? I'm sorry.

574 576 1 Monadnock v. Glasswall, Volume II 1 Monadnock v. Glasswall, Volume II 2 2 "Hey, it's in the hands of the 3 lawyers now"? 3 A No, you asked me if we ever 4 gave John Anderson the opportunity. And my 4 A No, I don't disbelieve the 5 reply was yes. 5 E-Mail. Whether or not it was after the 6 6 Q Let's go back to the notice of 7 7 notice of default or before, does that not default, a couple of pages in. 8 8 There were prior notices of make a difference? 9 Q After the notice of default, 9 default; weren't there? 10 did you personally give John --10 Yes. Α A I don't believe I spoke to John 11 11 And didn't those all have O Anderson after the notice of default. 12 12 attached like 50 pages from Israel Berger 13 Q Isn't it true that, after the 13 saying what deficiencies existed? 14 A I don't know if all of them notice of default, Glasswall was basically 14 15 told, "Take a hike"? 15 did, but there were deficiencies attached 16 A I don't believe Glasswall 16 to those notices of defaults, yes. Q Were there deficiencies 17 existed in March of 2015. 17 18 Q When -- withdrawn. How do you 18 attached to this notice of default? 19 know that? 19 A There was a list of 20 A When calling for the missing 20 deficiencies. 21 hoist run window, we got nowhere with 2.1 Did Israel Berger provide a O calling. Nobody answered the phone. The 22 2.2 list so you could send it to Glasswall like 23 contacts that we had dealt with named Ron, 23 you did with the other notice? 24 who was in charge of shipping, he was no 24 No, there is a reference to --25 longer there. Marco --25 (There was a discussion off the 575 577 1 Monadnock v. Glasswall, Volume II 1 Monadnock v. Glasswall, Volume II 2 What about John Anderson? You 2 record.) There's references in this 3 had John Anderson's E-Mail. You had his 3 Α E-Mail address. You couldn't contact him 4 default to: 4 5 by E-Mail? 5 "... IBA items that were still 6 CHAIRMAN ROSSI: Hold on a 6 open, such as casements noted with 7 7 second. You asked, how does he know deficiencies not limited to structural" --8 that Glasswall was no longer around. CHAIRMAN ROSSI: You have got 9 So he's answering that question. 9 to slow down when you are reading. 10 10 A "... not limited to structural Okay. glazing, leak repairs, gasket repairs, and Had you finished your answer? 11 11 You called up and nobody responded, casement edged delineation repairs" --12 12 13 basically? 13 (There was a discussion off the 14 THE WITNESS: Exactly. 14 record.) CHAIRMAN ROSSI: Okay. So go 15 15 A I'm sorry. Should I start 16 16 ahead now. over. 17 Q Okay. Isn't it true that, 17 "All casements with noted IBA 18 after you sent the notice of default in 18 deficiencies, including but not limited to March of 2015, that Glasswall was not given 19 structural glazing, leak repairs, gasket 19 20 repairs, and casement edged delineation 20 an opportunity to come in and take care of 21 the 30 items in your notice of default? 21 repairs must be corrected." 22 22 That is item four. If we look A I don't know if they were or 23 weren't after March. 23 and see --24 Q Do you disbelieve that 24 Q I believe my question -- not to 25 Mr. Bauso told them: 25 interrupt you -- was did Mr. -- did you

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1	Monadnock v. Glasswall, Volume II	1	Monadnock v. Glasswall, Volume II
2	accompany this with any report from Berger,	2	CHAIRMAN ROSSI: Okay. All
3	independent report?	3	right. So sorry. Go ahead.
4	CHAIRMAN ROSSI: No, no, he	4	MR. CINQUE: That's all right.
5	said no, but that Berger reports are	5	Q Do you know, sitting here
6	referenced in there, correct?	6	today, when the last glass was delivered
7	THE WITNESS: Correct.	7	except for that one unit?
8	CHAIRMAN ROSSI: All right.	8	A In 2014.
9	That's your answer.	9	Q Okay. And when were they
10	Q Okay. When did Glasswall	10	required to be delivered by, under the
11	deliver the final shipment?	11	contract?
12	A Of curtain wall?	12	A Six to nine months after the
13	Q Yes.	13	start of deliveries in 2013.
14	A We have to go back and see when	14	Q Wasn't there an amendment?
15	the missing single hoist run window was	15	Wasn't there an amendment?
16	delivered to the project.	16	A Amendment, there was a work-out
17	Q Put aside the one window.	17	deal executed in March of 2014.
18	Okay. There were 9,300	18	Q Didn't that have a new
19	windows, correct?	19	schedule?
20	When did it produce when did	20	A It had recovery schedules
21	it deliver 9,000 of them?	21	attached to it.
22	A In 2014.	22	Q Didn't it give a completion
23	Q Okay. Why did you wait three	23	date in that document?
24	months to write a notice of default?	24	A I don't know.
25	A You would have to ask the	25	Q Okay. Let's look at it.
			581
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1	Monadnock v. Glasswall, Volume II	1	Monadnock v. Glasswall, Volume II
2	person who wrote that.	2	A Sure.
3 4	Q Okay. I mean, after they delivered the 9,000 units 9 what	3	Q It's Exhibit I in my book.
5	withdrawn.	4 5	(Previously Marked Exhibit No. I, March 2014 Work-Out Document is
6	CHAIRMAN ROSSI: Just so we	6	introduced into the proceedings.)
7	have the dates correct, I mean, my	7	A What page?
8	notes indicate that the last of the	8	Q Well, on the first page, there
9	windows and there may have been one	9	is a "whereas" clause, the third from the
10	on the roof that was but the last	10	bottom.
11	of the windows, according to your	11	A Okay. I see that.
12	testimony yesterday, on the B building	12	Q It says:
13	was in January 12th January 12th of	13	"The production schedules show
14	2015. That was the date.	14	final window production completed by
15	And on the A building on	15	October 28, 2014."
16	February 27, 2015.	16	A I see that.
17	THE WITNESS: No, that would be	17	Q Isn't it true, Mr. Colapinto,
18	installation completion.	18	that on April 4, 2014, Glasswall was given
19	CHAIRMAN ROSSI: Installation	19	until October 28, 2014, to deliver the
20	completion?	20	windows?
21	THE WITNESS: Yes.	21	A By execution of this amendment
22	CHAIRMAN ROSSI: Okay. So	22	agreement, yes.
23	the so the delivery would have been	23	Q And you say they delivered it
24	before that?	24	sometime in 2014?
25	THE WITNESS: Correct.	25	A No, I did not. The end of
1		I	

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	582		584
1	Monadnock v. Glasswall, Volume II	1	Monadnock v. Glasswall, Volume II
2	2014.	2	Q Glasswall said, "We want to get
3	Q Yes.	3	paid in advance," correct?
4	A We can check specific delivery	4	A That was one part of the
5	tickets to see when the last windows	5	conversation.
6	arrived. I want to say December 26th or	6	Q But weren't they entitled to be
7	thereabouts.	7	paid up in advance?
8	Q And it was a rolling	8	A If this agreement says they
9	production; wasn't it?	9	were, then, yes.
10	A When you say "rolling	10	Q And you didn't want to pay them
11	production"?	11	in advance; did you?
12	Q You didn't get them all on	12	A I didn't have anything to do
13	December 20 whatever that date was	13	with wanting to or not wanting to pay them.
14	you didn't get all the windows that day;	14	Q Well, did you understand why
15	did you?	15	there was a delay to the last shipment?
16	A No, we got the balance of the	16	A Yes, I understood.
17	windows for the project.	17	Q And what was your
18	Q I mean, my question is:	18	understanding?
19	They were coming every week or	19	A A dispute over payment.
20	two, correct?	20	Q And did you understand that
21	A No, there were no windows	21	Glasswall said they wanted to be paid in
22	coming in the months of October,	22	advance for the last shipment?
23	November until the end of December. We	23	A I understood that.
24	can check the shipping tickets too and see	24	Q And did you understand that
25	when the last window delivery occurred in	25	Monadnock said, "No, we are not going to
	583		585
1	Monadnock v. Glasswall, Volume II	1	Monadnock v. Glasswall, Volume II
2	the fall of 2014.	2	pay you in advance"?
3	Q Weren't you getting a constant	3	A I understood that ownership
4	stream of shipments from April 14th up	4	said no to that.
5	until	5	Q Let's look at paragraph ten of
6	A Up until up until	6	this Exhibit I.
7	Q the end of the year?	7	And just so, before you look at
8	CHAIRMAN ROSSI: You have got	8	that, Mr. Colapinto, I just want to get the
9	to wait until he finishes.	9	mechanism that was put in place by the
10	THE WITNESS: Okay.	10	amendment.
11	Q Until the end of the year?	11	Isn't it true that, under the
12	A No.	12	amendment, Monadnock was going to pay
13	Q Until when were you getting a	13	Westchester Fire and then Westchester Fire
14	regular shipment?	14	would pay Glasswall?
15	A Early fall of 2014.	15	A Yes, we used to send checks to
16	Q And then didn't Glasswall want	16 17	Cozen, I think, was the attorney for Westchester Fire.
17	to get paid for the last shipment in	18	
18	advance?	19	Q Okay. So now let's look at Exhibit 10 I'm sorry paragraph ten.
19 20	A Glasswall wanted to be paid in	20	Doesn't this say that, before
	full prior to the last shipment.	21	the last month's production is shipped,
21 22	Q So it was a constant steam up	22	Westchester will advance payment to
23	until the last shipment?  A It was a constant stream up	23	Glasswall for the last month's production?
23	A It was a constant stream up until the last shipment, would be a fair	24	A It does. And it also says
25	thing to say.	25	provision for final lien waiver was in
2.5	uning to say.		provision for than non-waiter was in
		1	

Monadnock v. Glasswall, Volume II   2   such		2/51		
2 such— 3 Q Do you understand that the lien waiver was ever discussed in November or December of 2014? 5 A I am sure it was, but not by me. 6 A I am sure it was, but not by me. 7 me. 8 Q So isn't it true that Glasswall was absolutely entitled to get paid for the last shipment in advance? 9 was absolutely entitled to get paid for the last shipment in advance? 11 A According to this agreement, yes, 12 yes, 13 Q And up until that last shipment, they were totally on schedule; wasn't they? 14 shipment, they were totally on schedule; wasn't they? 15 wasn't they? 16 MR. KLEINHENDLER: Objection. 17 A Well, I wouldn't say that, 16 windows under this amendment was at best—at at best, even if you take out this argument over the final payment, two months? 16 Totally on schedule. But there was a continuous stream of windows being shipped to the job. 21 CHAIRMAN ROSSI: After this was signed, right? 22 signed, yes. 24 signed, yes. 25 Q And we know that the last 54 when the windows and it was at the end of the year, correct? 26 D A The last shipment was delayed by more than two months, and it was at the end of the year, correct. 28 Q Okay, So if the last shipment was delayed by more than two months, and it was at the end of the year, correct. 29 Q Nand we know that the last shipment that you said was a little bit delayed was made by the end of otheyer, correct. 30 Q Okay, So if the last shipment was delayed by more than two months, and it was at the end of the year, correct. 31 Q A well, I don't know. We would have been made by the end of otheyer, correct. 32 Q Neel, lyou said also that the fall of 2014. 33 A The last shipment was delayed by the end of the year, correct? 44 A Well, I don't know. We would have been made by the end of otheyer, correct? 45 A A Well, I don't know. We would have been made by the end of otheyer, correct? 46 Q Well, approximately? 47 A I am not going to approximate, sir. I told you the fall of 2014. That's approximate enough. 48 CHAIRMAN ROSSI: So – so – this contract, this amendment to the contract,		586		588
2 such— 3 Q Do you understand that the lien waiver was ever discussed in November or December of 2014? 5 A I am sure it was, but not by me. 6 A I am sure it was, but not by me. 7 me. 8 Q So isn't it true that Glasswall was absolutely entitled to get paid for the last shipment in advance? 9 was absolutely entitled to get paid for the last shipment in advance? 11 A According to this agreement, yes, 12 yes, 13 Q And up until that last shipment, they were totally on schedule; wasn't they? 14 shipment, they were totally on schedule; wasn't they? 15 wasn't they? 16 MR. KLEINHENDLER: Objection. 17 A Well, I wouldn't say that, 16 world yes, 19 ye	1	Monadnock v Glasswall Volume II	1	Monadnock v. Glasswall. Volume II
3		,		
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20 to the job. 21 CHAIRMAN ROSSI: After this was 22 signed, right? 22 signed, right? 23 THE WITNESS: After this was 23 A According to the AIA contract. 24 signed, yes. 25 Q And we know that the last 26 Monadnock v. Glasswall, Volume II 2 shipment that you said was a little bit 3 delayed was made by the end of the year, correct? 28 A The last shipment was delayed 6 by more than two months, and it was at the end of the year, correct. 29 Well, I don't know. We would 12 have to check the shipping tickets to see 14 when the windows came for the job in the 15 fall of 2014. 20 Well, approximately? 21 THE WITNESS: A According to the AIA contract. 22 MR. KLEINHENDLER: 2014? 23 Monadnock v. Glasswall, Volume II 2 Q Are you ignoring this amendment? 3 amendment? 4 A I am - I'm saying that I am not an attorney, but I am not ignoring the amendment. 4 All right. Okay. So let's let's get a little more precision with the questions, okay, so that we understand he understands what you are asking. 4 A Well, I don't know. We would 12 are asking. 4 A I am not going to approximate, 15 fall of 2014. That's 16 Q Well, approximately? 4 A I am not going to approximate, 17 Q As of April CHAIRMAN ROSSI: So so this contract let me let me just see if I to recap this contract, this amendment? 4 The witness amendment? 5 THE WITNESS: 2014.  5 THE WITNESS: 2014.  1 Monadnock v. Glasswall, Volume II 1 Q Are you ignoring this amendment? 4 A I am I'm saying that I am not an attorney, but I am not ignoring the amendment. 5 All right. Okay. So let's let's get a little more precision with the questions, okay, so that we understand he understands what you are asking.  A All maybe just everybody is getting a little tired, but let's try to repeat the question again. What he wants to know CHAIRMAN ROSSI: So so this contract let me let me just see if I to recap this contract, this amendment to the contract, this amendment to the contract, they were supposed to get you all the windows by the end of Oc		•		<u> </u>
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2	THE WITNESS: Correct.	2	that question?
3	CHAIRMAN ROSSI: Okay.	3	MR. RENDA: Yes, I'm not
4	THE WITNESS: But without	4	familiar with it.
5	waiving our rights to the original	5	THE WITNESS: In our
6	contract.	6	estimation, immediately thereafter
7	CHAIRMAN ROSSI: I understand	7	production. The job at that time had
8	that.	8	the wherewithal to store the windows
9		9	
10	So so under this	10	on-site because the building was
	agreement forget about your rights		naked.
11	or damages or the like.	11	MR. RENDA: Okay.
12	I think what he's trying to	12	CHAIRMAN ROSSI: How how
13	say, is, under this contract and	13	long did it take to to deliver the
14	putting aside what you're you're	14	stuff? How long did it take to ship
15	reserving your rights and putting	15	it?
16	aside the payment issue, which they	16	THE WITNESS: Well, it would be
17	they are going to say, I imagine, is	17	a 24-hour shipment from Miami to New
18	some sort of justification I am not	18	York.
19	agreeing or disagreeing.	19	CHAIRMAN ROSSI: Really?
20	Under this agreement, if all	20	THE WITNESS: Yes, so, I mean,
21	if everything went perfectly, they	21	if the if the trucker drove and
22	were a couple of months late, right,	22	I don't know the trucking laws but
23	because they were supposed to give it	23	a trucker could leave the Glasswall
24	at the end of October and they gave it	24	plant and get there within about a
25	to you by the end of December, except	25	24-hour period.
	591		593
1	Monadnock v. Glasswall, Volume II	1	Monadnock v. Glasswall, Volume II
2	for the one on the roof, correct?	2	CHAIRMAN ROSSI: All right.
3	THE WITNESS: That's a fair	3	Thank you.
4	statement.	4	MS. FODOR: Just so that we are
5	CHAIRMAN ROSSI: Okay. That's	5	all on the same page, I thought I also
6	what you are getting at, right?	6	heard that the October date slippage
7	MR. CINQUE: Yes.	7	was attributable to the fact that
8	CHAIRMAN ROSSI: Okay. But	8	Glasswall wasn't paid its last
9	it's easier from this you know	9	shipment
10	from here.	10	THE WITNESS: That's correct.
11	MR. CINQUE: Want to take over	11	MS. FODOR: required
12	the questioning?	12	under
13	CHAIRMAN ROSSI: No, not	13	THE WITNESS: this
14	really.	14	agreement, correct.
15	iouity.	15	MS. FODOR: the amendment?
16	MR. RENDA: I have a question.	16	THE WITNESS: Yes.
17	The sentence says:	17	MS. FODOR: So but it wasn't
18	"The production schedule shows	18	done until December well, it may be
19	final window production, including	19	because they weren't paid for the last
20	store front windows, completed by	20	shipment I just want to get that
		21	clarified.
21	October 28, 2014."	22	
22	I haven't read this agreement,	23	THE WITNESS: It wasn't paid. I don't know the exact date of
23	but does it also provide when when	24	
24	they will be received in New York FOB?  THE WITNESS: Are you asking me	25	payment. But there are checks that were entered into evidence yesterday
	I H H W/I I N H S S / Ara Vall acking ma	_ <u>_</u>	were emered into evidence vesterday
25	THE WITNESS. Are you asking me		,

582 584 1 1 Monadnock v. Glasswall, Volume II Monadnock v. Glasswall, Volume II 2 2 Q Glasswall said, "We want to get 3 3 paid in advance," correct? Q Yes. 4 Α We can check specific delivery 4 A That was one part of the 5 5 tickets to see when the last windows conversation. 6 6 arrived. I want to say December 26th or Q But weren't they entitled to be 7 7 paid up in advance? thereabouts. 8 8 Q And it was a rolling A If this agreement says they 9 9 production; wasn't it? were, then, yes. 10 A When you say "rolling 10 Q And you didn't want to pay them 11 11 production"? in advance; did you? 12 You didn't get them all on 12 A I didn't have anything to do 13 December 20 -- whatever that date was --13 with wanting to or not wanting to pay them. 14 you didn't get all the windows that day; 14 Q Well, did you understand why 15 15 there was a delay to the last shipment? did vou? 16 A Yes, I understood. 16 A No, we got the balance of the 17 17 windows for the project. Q And what was your 18 Q I mean, my question is: 18 understanding? 19 19 They were coming every week or A A dispute over payment. 20 20 two, correct? Q And did you understand that 21 21 Glasswall said they wanted to be paid in A No, there were no windows 22 22 coming in the months of October, advance for the last shipment? 23 November -- until the end of December. We 2.3 A I understood that. 24 can check the shipping tickets too and see 24 Q And did you understand that 25 25 Monadnock said, "No, we are not going to when the last window delivery occurred in 585 583 1 Monadnock v. Glasswall, Volume II 1 Monadnock v. Glasswall, Volume II 2 2 pay you in advance"? the fall of 2014. 3 3 Q Weren't you getting a constant A I understood that ownership 4 stream of shipments from April 14th up 4 said no to that. 5 5 until --Q Let's look at paragraph ten of 6 6 A Up until -- up until -this Exhibit I. 7 -- the end of the year? 7 And just so, before you look at Q 8 CHAIRMAN ROSSI: You have got 8 that, Mr. Colapinto, I just want to get the 9 9 mechanism that was put in place by the to wait until he finishes. 10 10 THE WITNESS: Okay. amendment. 11 Q Until the end of the year? Isn't it true that, under the 11 12 amendment, Monadnock was going to pay 12 Α No. 13 Westchester Fire and then Westchester Fire 13 Q Until when were you getting a 14 regular shipment? 14 would pay Glasswall? 15 A Yes, we used to send checks to A Early fall of 2014. 15 16 16 Cozen, I think, was the attorney for Q And then didn't Glasswall want 17 Westchester Fire. 17 to get paid for the last shipment in 18 18 advance? Q Okay. So now let's look at 19 A Glasswall wanted to be paid in 19 Exhibit 10 -- I'm sorry -- paragraph ten. 20 Doesn't this say that, before 20 full prior to the last shipment. 21 the last month's production is shipped, 21 Q So it was a constant steam up 22 Westchester will advance payment to 22 until the last shipment? 23 Glasswall for the last month's production? 23 A It was a constant stream up 24 until the last shipment, would be a fair 24 A It does. And it also says 25 25 provision for final lien waiver was in thing to say.

600 598 1 1 Monadnock v. Glasswall, Volume II Monadnock v. Glasswall, Volume II 2 2 one -- are you looking -says what it says. 3 A It has a bunch -- I am at the 3 CHAIRMAN ROSSI: Well, if you 4 top of the page. It says, "escrow 4 want to ask him if it was his 5 5 agreement." It starts with the: understanding at the time, if he (There was a discussion off the 6 6 knows. 7 7 record.) MR. KLEINHENDLER: First, ask 8 8 Α "This escrow agreement is him if he even signed this agreement. 9 entered into" -- is that the first 9 CONTINUED EXAMINATION 10 10 BY MR. CINQUE: sentence? 11 Q No. You are looking at a 11 Q Was it your understanding at 12 12 the time in 2014 of April that Monadnock different escrow agreement. 13 13 had to pay money into an escrow account if (There was a discussion off the 14 14 it was going to assert any sort of a claim record.) 15 15 against Glasswall? MR. CINQUE: Next, Exhibit G. 16 CHAIRMAN ROSSI: Part of I, A I had heard that. But I had 16 17 still part of I. 17 also heard that the conversation with John 18 18 (There was a discussion off the Anderson was, if any money gets deposited 19 19 in an escrow agreement, we are not shipping record.) 20 20 Okay. Where -- should we start any windows. So payment in full was due. Α 21 21 Q If John Anderson did say that, again? 22 22 Just because things may have John Anderson would be totally wrong, Q 23 23 been confused. right? 24 CHAIRMAN ROSSI: I have G. Is 24 He didn't have the right to 25 25 that where we are, Exhibit G? say -- to make that statement? 599 601 Monadnock v. Glasswall, Volume II 1 Monadnock v. Glasswall, Volume II 1 2 MR. CINQUE: Yes. Exhibit G to 2 A I don't know if he had the 3 3 Exhibit I. right to or not. I can't get into John 4 Anderson's head. 4 Okay. Paragraph one: 5 5 "In accordance with paragraph Q Did you ever hear John Anderson 6 6 13 of the agreement to amend contracts, say that? 7 7 A I think Greg Bauso might have Monadnock shall deposit certain funds into 8 an escrow account of the escrow agent. In 8 heard John Anderson say that. You should 9 9 ask Greg. the event that Monadnock asserts that any 10 payment to WFIC" -- that's Westchester 10 And wasn't the whole point -- I 11 mean, this was negotiated -- well, Fire, the bonding company -- "should be 11 12 12 reduced based on a back charge, change withdrawn. 13 order, or similar reduction permitted under 13 There were a number of parties 14 the terms of the contracts as amended." 14 to this settlement agreement; weren't 15 there? 15 Isn't it true, Mr. Colapinto, 16 16 A Including Greg Bauso. that, if Monadnock was going to claim any 17 17 claim against Glasswall for the delivery of Q Let's just take a look at 18 the windows, it was required under the 18 Exhibit I, the signature page. We have terms of the agreement to deposit the money 19 Glasswall, Monadnock, HPS, 50th Avenue 19 20 Associates, HPS Borden Avenue. We have Ugo 20 with the escrow agent? 21 Colombo, Sarah Jane Colombo-Kennedy, and 21 MR. KLEINHENDLER: Objection. 22 Westchester Fire Insurance Company. 22 Calls for a legal conclusion. The 23 agreement speaks for itself, and there 23 That's seven different people 24 24 signed this -- this agreement, correct? are other passages in the agreement --25 objection. The agreement speaks --25 A On this page, yes.